

Arbitration Rules 2017

Effective from September 20, 2017 to August 11, 2019

I – INTRODUCTION

1.1 CAMARB – BUSINESS MEDIATION AND ARBITRATION CHAMBER – BRAZIL, hereinafter referred to as CAMARB, has as its objective the administration of arbitration proceedings and other extrajudicial and appropriate forms of dispute resolution. Its activities do not include any jurisdictional act, the competence of which is exclusive to the arbitrator(s) appointed under the terms of these Rules.

1.2 The CAMARB Arbitration Rules, abbreviated as “Rules”, will apply whenever the arbitration agreement stipulates the adoption of the arbitration rules of CAMARB or the Minas Gerais Arbitration Chamber, the previous name of CAMARB.

1.3 Unless otherwise provided, the Rules in force on the date of the request shall apply to the requested arbitration.

1.4 For the purposes of these Rules:

(a) the term Arbitral Tribunal shall be used to designate either a sole arbitrator or an arbitral tribunal;

(b) the terms claimant and respondent apply indifferently to one or more claimants or respondents.

II – SUMMONS, STATEMENTS AND DEADLINES

2.1 Before the Arbitration Agreement is signed, all procedural documents and other documents submitted by the parties must be delivered to the CAMARB Secretariat, at any of its offices, in an electronic format and in sufficient physical copies to form the records of the arbitration proceedings and to be forwarded to the arbitrators and other parties.

2.2 After signing the Arbitration Agreement, unless otherwise provided therein, all procedural documents and other documents submitted by the parties must be delivered to the CAMARB Secretariat, at any of its offices, in a physical copy, so that they can be filed in the arbitration proceedings, and in an electronic copy.

2.3 All correspondence sent by the CAMARB Secretariat – including summons, communications, notifications, copies of statements by the parties and decisions of the Arbitral Tribunal – will be sent only by electronic means, unless otherwise agreed or if the recipient does not confirm receipt.

2.4 Correspondence issued by the CAMARB Secretariat will be considered delivered if:

(a) transmitted electronically, provided that it is confirmed by the recipient; or

(b) physically transmitted, provided that it has been demonstrably delivered to the address where the first notification of the party was made (in case the Arbitration Agreement had not been signed), to the address indicated in the Arbitration Agreement or to another address subsequently expressly informed by the respective party.

2.5 The statutory deadlines and those set by the Arbitral Tribunal shall begin on the business day following the date of delivery of the correspondence sent by the CAMARB Secretariat. These deadlines are continuous and shall not be suspended on days when CAMARB is not in session. Should the deadline fall on a holiday at the place of arbitration or on a day when CAMARB is not in session, the deadline shall be extended to the first business day thereafter.

2.6 The parties, with the consent of the Arbitral Tribunal, may modify the deadlines provided for in these Rules.

2.7 Prior to the formation of the Arbitral Tribunal, the parties shall be subject to the deadlines set forth in these Rules, which shall be amended or extended only by mutual agreement. In the event that no deadline has been set, the CAMARB Secretariat shall stipulate it.

2.8 Once the Arbitral Tribunal has been established, the deadlines shall be those stipulated in the Arbitration Agreement or, in the absence thereof, those set by the Arbitral Tribunal. If no deadline has been set by the Arbitral Tribunal, the provisions of the Rules shall apply or, in the event of no provision being made, the deadline of 5 (five) days. The Arbitral Tribunal may extend or modify previously set deadlines.

III – REQUEST FOR ARBITRATION

3.1 Anyone wishing to settle a dispute through arbitration under the administration of CAMARB must, in accordance with item 2.1, communicate their intention to the Secretariat, presenting:

- (a) name and full qualifications, including physical and electronic addresses, of the applicant and their lawyer;
- (b) name and full qualification of the respondent, including physical address;
- (c) a full copy of the instrument containing the arbitration agreement;
- (d) summary of the subject matter of the dispute;
- (e) summary of claims;
- (f) estimated value of demand.

3.2 When requesting the institution of the arbitration procedure, the claimant must make a non-refundable deposit of the Registration Fee to cover the initial expenses until the execution of the Arbitration Agreement.

3.3 If the requirements of items 2.1, 3.1 and 3.2 are not met, the Secretariat will establish a deadline for this purpose. If the requirements are not met within the established deadline, the request for initiation of arbitration will be archived, without prejudice to a new request.

3.4 The CAMARB Secretariat will send the respondent, at the physical address provided by the claimant, a copy of the request for arbitration and its attachments, notifying the respondent to, within 10 (ten) days from receipt thereof, express an opinion on the request for the institution of

arbitration and any interest in filing a counterclaim, stating the name, full qualifications, including the physical and electronic address of the respondent and their lawyer.

3.5 If the respondent is not found, the plaintiff must provide a new address to the CAMARB Secretariat or themselves notify the respondent in accordance with the law.

3.6 If there is an interest in a counterclaim, the respondent's statement must also contain:

(a) summary of the facts that gave rise to the counterclaim;

(b) summary of claims;

(c) estimated value of the counterclaim.

3.7 When a party submits a request for arbitration with respect to a legal relationship that is the subject of arbitration proceedings instituted between the same parties or, even when the object or cause of action is common among the claims, it will be up to the Arbitral Tribunal of the arbitration already instituted to decide on any connection between the claims or consolidation of the proceedings, with the other proceedings remaining suspended until said decision.

3.8 If, in the cases set forth in the preceding item, there is no Arbitral Tribunal established, the Secretariat will proceed with the request that was filed first and will suspend the others until the Arbitral Tribunal for the first procedure is formed, which will decide on any connection of the demands or consolidation of procedures.

3.9 If the respondent states that there is no formal arbitration agreement, it will be up to the Board of Directors to decide upon analysis. *prima facie* of the document presented by the claimant, without additional evidentiary delay. Any question eventually raised, related to the existence, validity, effectiveness and scope of the arbitration agreement will be settled by the Arbitral Tribunal after it is constituted.

3.10 In the event of the preceding item, if the Arbitral Tribunal finds that the arbitration agreement does not exist, is invalid or ineffective or that the dispute is outside the scope of the agreement, provided that there has been no instruction on the merits, the arbitrators' remuneration will correspond to 30% (thirty percent) of the amount provided for in the Schedule of Costs, with any amount collected in excess being returned to the parties.

3.11 If there is an arbitration agreement that chooses the CAMARB Rules, in case one of the parties refuses or abstains from participating in the arbitration, the arbitration must continue, without preventing the Arbitral Tribunal from issuing the award, and the absent party must be notified of all acts of the procedure in accordance with these Rules, leaving open the possibility for it to intervene at any time, assuming the procedure in the state in which it finds itself.

IV – ARBITRATORS

4.1 Both members of the CAMARB List of Arbitrators and others who are not part of it may be appointed as arbitrators, provided that they are capable individuals who are trusted by the parties, and the president of the Arbitral Tribunal must preferably be chosen from among the names that

are part of the List of Arbitrators, in compliance with the arbitration agreement and the applicable special legislation.

4.2 The CAMARB Secretariat will request the parties to appoint, within 10 (ten) days, arbitrator(s) to act in the arbitration proceedings.

4.3 When the parties opt to appoint a sole arbitrator, they must be appointed by consensus. If there is no consensus, the arbitrator will be appointed by the CAMARB Board of Directors.

4.4 Unless otherwise agreed, if the parties opt to form an Arbitral Tribunal with 3 (three) members, each party shall be responsible for appointing an arbitrator within the period set forth in item 4.2. After the referred arbitrators have demonstrated their availability, non-impediment, independence and impartiality, and if there is no objection, they shall be notified to jointly appoint the third arbitrator within 10 (ten) days, who shall act as president of the Arbitral Tribunal. If no consensus is reached among the arbitrators appointed by the parties, the appointment of the president arbitrator shall be the responsibility of the CAMARB Board of Directors.

4.5 When the parties have not defined, in the arbitration agreement, the number of arbitrators who will act in the arbitration procedure or do not reach a consensus in this regard within the period of item 4.2, it will be up to the CAMARB Board of Directors to define whether there will be the appointment of a single arbitrator or three arbitrators, considering the complexity and value of the dispute, and the appointment must be made in accordance with these Rules.

4.6 If either party – having entered into an arbitration agreement that elects the CAMARB Arbitration Rules or after agreeing to the initiation of arbitration – fails to appoint an arbitrator within the time limits provided for in the Rules, the CAMARB Board of Directors will appoint the arbitrator not appointed by one of the parties or the sole arbitrator, as the case may be, from among the names on its List of Arbitrators.

4.7 Unless otherwise agreed, when more than one party is a claimant or a respondent and the dispute is submitted to three arbitrators, the claimant or multiple claimants shall appoint one arbitrator, while the respondent or multiple respondents shall appoint another arbitrator.

4.8 If none of the multiple claimants or any of the multiple respondents responds, the appointment will be made by the CAMARB Board of Directors. If only one of the multiple claimants or one of the multiple respondents responds, the appointment of an arbitrator made by that person will prevail. If there is disagreement among the multiple claimants or among the multiple respondents, the CAMARB Board of Directors will appoint the three members of the Arbitral Tribunal, indicating who will serve as president.

4.9 Once the arbitrator has been appointed, the General Secretariat of CAMARB will ask them to, within 10 (ten) days, state their availability, their non-impediment, their independence and their impartiality.

4.10 The person appointed to act as arbitrator shall sign a document declaring, under penalty of law, that they are not subject to any impediment or suspicion, and must not only inform any circumstance that may give rise to justifiable doubts as to their impartiality or independence, in relation to the parties or the controversy submitted for their consideration, as well as declare in writing that they have the necessary availability to conduct the arbitration efficiently.

4.11 The arbitrator must immediately report any supervening fact that, during the course of the procedure, may give rise to justifiable doubts as to their impartiality, independence, technical competence or availability or that may, in any way, cause an impediment or suspicion to the judgment of the controversy.

4.12 If any appointed arbitrator dies, is declared disqualified or suspect or becomes unable to perform their duties, the replacement shall be appointed in the manner and within the time period applicable to the appointment of the arbitrator to be replaced.

V – CHALLENGE OF ARBITRATORS

5.1 Within 10 (ten) days of receipt of the declaration of availability, independence and impartiality or the information referred to in item 4.11, any of the parties may challenge the arbitrator who does not meet the requirements of the arbitration agreement or any applicable legislation, who incurs any of the hypotheses of impediment or suspicion, provided for in the arbitration law, or who is not available to act in the arbitration proceedings.

5.2 In the event of an objection, the arbitrator will be notified by the CAMARB Secretariat to respond within 5 (five) days, with the parties being given access to this response for the same period.

5.3 The challenge will be decided by a Committee specially composed for this purpose by 3 (three) members of the CAMARB List of Arbitrators, appointed by the President of CAMARB together with another Director.

5.4 The party filing an objection must, at the time of the respective protocol, advance the fees due to the professionals who will be part of the Committee, in accordance with the CAMARB Schedule of Costs, with responsibility for such fees being allocated in a judgment by the Arbitral Tribunal.

5.5 The Committee must issue a decision within 30 (thirty) days, counting from the last acceptance of the nominated members, and this period may be extended by an act of the President of CAMARB.

VI – ARBITRATION AGREEMENT

6.1 After the appointment of the arbitrator(s), the CAMARB Secretariat will prepare the draft of the Arbitration Agreement, which must contain:

- (a) name, profession, marital status, physical and electronic address of the parties and their lawyers, if any;
- (b) name, profession and physical and electronic address of the arbitrator(s);
- (c) the matter to be the subject of the arbitration and a summary of the claims;
- (d) the place where the arbitral award will be issued;
- (e) authorization for the arbitrator(s) to rule on the basis of equity, if so agreed by the parties;

- (f) the deadline for submitting the arbitral award;
- (g) the language in which the arbitration proceedings will be conducted;
- (h) determination of the form of payment of the fees of the arbitrator(s) and the Administrative fee, as well as the declaration of responsibility for the respective payment and for the expenses of the arbitration;
- (i) the signature of 2 (two) witnesses.

6.2 The parties and the Arbitral Tribunal must sign the Arbitration Agreement in a hearing specially designated for this purpose, with the option of holding the hearing by video or teleconference, or exchanging emails, in which cases the signatures will be collected later.

6.3 Arbitration shall be deemed to have been instituted and arbitral jurisdiction shall have commenced when the appointment is accepted by the arbitrator, if there is only one, or by all, if there are several. The arbitrator's acceptance shall be given exclusively by means of their signature on the Arbitration Agreement.

6.4 The effects of the institution of arbitration will be retroactive to the date of the filing of the Arbitration Request with CAMARB.

VII – ATTORNEYS

7.1 The parties may be represented by lawyers with the necessary powers to act on behalf of the represented party in all acts relating to the arbitration proceedings, with CAMARB recommending representation by a lawyer.

7.2 All correspondence, including summons, communications, notifications, copies of statements by the parties and decisions of the Arbitral Tribunal, shall be sent only to the attorney of each party. If no attorney has been appointed, communications shall be sent directly to the party. In any event, communications shall be made in the manner set forth in items 2.2 and 2.3.

VIII – PROCEDURE

8.1 Once the Arbitration Agreement has been signed, the Arbitral Tribunal will attempt, in the manner it establishes, a settlement between the parties.

8.2 For the presentation of opening statements, objections to opening statements and other statements by the parties, the deadlines set out in the Arbitration Agreement shall be observed and, in the absence thereof, those set by the Arbitral Tribunal. Unless otherwise provided by the Arbitral Tribunal, the following shall apply:

- (a) the claimant and the respondent, if they express an interest in filing a counterclaim, will have a common period of 30 (thirty) days, counting from the date of the Arbitration Agreement, to present their opening statements and indicate the evidence they intend to produce.
- (b) the respondent and, if there is a counterclaim, the claimant shall have a common period of 30 (thirty) days to file an answer to the other party's opening statements.

8.3 The opening statements shall contain the claims and their specifications. After the presentation of the opening statements, neither party may formulate new claims, amend or modify existing claims or withdraw any of the claims without the consent of the other party(ies) and the Arbitral Tribunal.

8.4 Once the period for objection has ended, unless a different time is established in the Arbitration Agreement, the Arbitral Tribunal will deliberate on the production of evidence, including expert or technical evidence, proceedings outside the place of arbitration and the advance payment of the respective costs by the parties.

8.5 In relation to the expert, the provisions of items 4.10, 4.11 and 5.1 of these Rules will apply, and the Arbitral Tribunal will be responsible for deciding on any challenge.

8.6 If it deems an evidentiary hearing necessary, the Arbitral Tribunal will designate the day, time and place for it to be held, regulating the manner in which the work will be organized and conducted.

8.7 The hearing will be opened by the president of the Arbitral Tribunal in the presence of the other arbitrators and the secretary of the proceedings.

8.8 If any witness refuses to appear at the hearing or refuses to testify without legal reason, the president of the Arbitral Tribunal may, at the request of either party or ex officio, request the judicial authority to take appropriate measures to take the testimony of the absent witness.

8.9 The CAMARB Secretariat will provide, at the request of the Arbitral Tribunal or any of the parties, not only the transcription of the hearing, but also the services of interpreters or translators, with the respective costs being paid in advance by the parties.

8.10 The absence of a regularly summoned party does not prevent the hearing from taking place.

8.11 Once the investigation procedure has been declared closed, the Arbitral Tribunal will establish the form and deadline for the presentation of the final arguments.

8.12 Any nullity of an act carried out in the arbitration procedure must be alleged at the first opportunity in which the party is entitled to speak out.

8.13 In the event of non-compliance with any order of the Arbitral Tribunal and there being a need for coercive measures, the interested party or the Arbitral Tribunal shall request its execution from the competent body of the Judiciary.

IX – EVIDENTIARY AND URGENT RELIEF

9.1 The Arbitral Tribunal, upon request from either party or when it deems appropriate, may, by means of a duly substantiated decision, grant evidentiary or urgent, injunctive or provisional relief.

9.2 Until the Arbitral Tribunal is installed, the parties may request urgent, injunctive or provisional relief from the competent judicial authority. The Arbitral Tribunal, as soon as it is established, may reassess the party's request, maintaining, modifying or revoking, in whole or in part, the decision issued by the judicial authority.

9.3 The request submitted by one of the parties to a judicial authority to obtain urgent, injunctive or provisional relief, before the Arbitral Tribunal is constituted, shall not be considered a waiver of the arbitration agreement, nor shall it exclude the jurisdiction of the Arbitral Tribunal to reassess it.

X – ARBITRAL AWARD

10.1 The Arbitral Tribunal shall issue a ruling within 60 (sixty) days, counting from the end of the period for the parties' final arguments, and such period may be extended by up to a further 60 (sixty) days by the Arbitral Tribunal.

10.2 The award and other decisions shall be made by majority vote, with each arbitrator having one vote, including the president of the Arbitral Tribunal. If there is no majority agreement, the vote of the president of the Arbitral Tribunal shall prevail.

10.3 The Arbitral Tribunal may deliberate in any place it deems appropriate, and the award shall be rendered at the place of arbitration, unless the parties have agreed otherwise.

10.4 The award shall be reduced to writing by the Arbitral Tribunal and shall be signed by all the arbitrators, although the signature of the majority shall be sufficient for its effectiveness, should any of them refuse or be unable to sign it.

10.5 The arbitral award shall contain:

- (a) the report with the name of the parties and a summary of the dispute;
- (b) the grounds for the decision, in which the questions of fact and law will be analyzed, with express mention, where applicable, of having been given in equity;
- (c) the device, in which the Arbitral Tribunal will resolve all the issues submitted and will set a deadline for compliance, if applicable;
- (d) the date and place where it was given.

10.6 The award will determine the costs and expenses of the arbitration, in accordance with the CAMARB Schedule, including the Administrative Fee and Arbitrators' Fees, and the responsibility of each party in paying these installments, considering, among other criteria that it deems relevant, the behavior of the parties in favor of the effective conduct of the procedure, respecting the limits established in the arbitration convention or in the Arbitration Agreement, as the case may be.

10.7 Once the award has been rendered by the Arbitral Court and forwarded to the CAMARB Secretariat within the period provided for in item 10.1, the Secretariat shall forward an original copy to each of the parties with proof of receipt. The Secretariat shall keep a copy of the full content of the award in its files, together with the case file.

10.8 The Arbitral Tribunal may issue partial awards before the final arbitration decision.

10.9 In the event of a partial arbitral award being issued, the filing of an action to nullify the arbitral award does not prevent the continuation of the arbitration or the issuing of a final award by the Arbitral Tribunal.

10.10 In the event of a material error, omission, obscurity, doubt or contradiction in the arbitration award, the parties shall have a period of 15 (fifteen) days, counted from the date of receipt, to make a request for clarification.

10.11 The Arbitral Tribunal will decide on the request for clarification within 20 (twenty) days from its receipt, and this period may be extended by a further 10 (ten) days by the Arbitral Tribunal.

XI – ADMINISTRATIVE FEES, ARBITRATOR FEES AND OTHER EXPENSES

11.1 CAMARB will maintain the Schedule of Costs and other expenses, which may be revised at any time by act of the Board of Directors.

11.2 In the event of a counterclaim, the Administrative fee and arbitrator fees will be calculated and due separately for the main claim and the counterclaim.

11.3 After the deadline for the respondent to respond to the request for the institution of arbitration has expired and prior to the hearing for signing the Arbitration Agreement, the parties will be notified by the Secretariat to pay the Administrative Fee and the arbitrator's fees, set based on the estimated value of the claim presented by them, at a rate of 50% (fifty percent) for each procedural pole.

11.4 In the event of non-payment by either party of the Administrative fee, arbitrator fees, other expenses or advances requested by the Secretariat, within the time and amounts stipulated, the other party may advance the respective amount in order to allow the arbitration to take place, with the accounts being settled at the end of the procedure, as decided in the arbitral award.

11.5 In the event of the preceding item, one of the parties may, at its discretion, fully collect only the costs relating to its claims, in which case the claims made by the other party will be excluded from the arbitration proceedings, without prejudice to their being deducted in a new request for arbitration.

11.6 If the Administrative fee, arbitrators' fees and advance payment of expenses are not paid in full within the stipulated period, the arbitration will be suspended and may be resumed after the aforementioned payment has been made. If the suspension lasts for more than 90 (ninety) days, the arbitration will be terminated.

11.7 The fees of the presiding arbitrator of the Arbitral Tribunal shall be 15% (fifteen percent) higher than the fees stipulated for the other arbitrators. In the event that the arbitration is conducted by a single arbitrator, the fees set forth in the Schedule shall be increased by 30% (thirty percent).

11.8 Until the signing of the Arbitration Agreement, if the parties request the termination of the procedure, the Administrative fee and the arbitrators' fees will be returned to the parties.

11.9 In the event of a settlement or withdrawal after the signing of the Arbitration Agreement and before the presentation of the opening statements, 50% (fifty percent) of the arbitrators' fees will be returned to the parties.

11.10 If, during the course of the arbitration, it is found that the economic value of the dispute, as reported by the parties, is lower than the real economic value determined based on the elements produced during the procedure, the CAMARB Secretariat or the Arbitral Tribunal will proceed with the respective correction, and the parties must, if applicable, supplement the amount initially deposited as an Administrative fee and arbitrator fees, within 15 (fifteen) days, counting from the receipt of the summons sent to them.

11.11 In the event that the supplement is not paid in full by either party, the provisions of items 11.4 to 11.6 will apply, and in the event of termination of the procedure or exclusion of claims by one of the parties, the amounts relating to the Administrative fee and arbitrator fees paid up to that point will be reverted in favor of CAMARB and the arbitrators, respectively.

11.12 The CAMARB Secretariat will request the parties to deposit 50% (fifty percent) for each procedural pole or any other amount that may be determined by the Arbitral Tribunal, to cover the expenses necessary for conducting the arbitration proceedings, such as postage, photocopies, telephone and videoconference calls, rental of equipment and a venue for the hearing, shorthand services, translators, interpreters and travel expenses for arbitrators and experts. The final responsibility for the expenses of the arbitration will be determined in the arbitral award.

11.13 There will be no charge for travel expenses for professionals from the CAMARB Secretariat or space rental if the hearing takes place in a Chamber office.

XII – PROCEDURES WITH THE PARTICIPATION OF PUBLIC ADMINISTRATION

12.1 This chapter shall apply to arbitration proceedings involving entities subject to the public law regime that are part of the direct and indirect public administration. The parties, by mutual agreement, may extend the application of the provisions of this chapter to proceedings involving legal entities under private law that are part of the public administration.

12.2 The CAMARB Secretariat will publish, in its *website*, the existence of the procedure, the date of the request for arbitration and the name(s) of the claimant(s) and respondent(s).

12.3 Except as provided in the preceding item, CAMARB will not provide documents and information regarding the procedure, and it is up to the parties, in accordance with the law, to disclose additional information.

12.4 The hearings will, unless otherwise agreed, be restricted to the parties and their attorneys.

12.5 CAMARB is authorized, by the parties and arbitrators, to disclose, in its *website*, the judgment, its publications and academic materials, unless either party expressly states otherwise.

XIII – FINAL PROVISIONS

13.1 The arbitration procedure will be strictly confidential, and CAMARB, the arbitrators, other professionals involved in the case and the parties themselves are prohibited from disclosing any

information to which they have access as a result of their work or participation in the process, without the consent of all parties, except in cases where there is a legal obligation to publicize and as provided for in these Rules.

13.2 CAMARB is authorized, by the parties and arbitrators, to disclose excerpts of the arbitral awards for academic and informative purposes, suppressing the names of the parties, arbitrators and other information that allows the identification of the case.

13.3 In the absence of a determination by the parties of the place of arbitration, this shall be determined by the Arbitral Tribunal.

13.4 The Arbitral Tribunal shall be responsible for interpreting and applying these Rules, including with regard to its jurisdiction, duties and prerogatives.

13.5 Any dispute between the arbitrators concerning the interpretation or application of these Rules shall be resolved by majority vote or, if there is no majority agreement, by the president of the Arbitral Tribunal, whose decision in this regard shall be final.

13.6 After 5 (five) years from the issuing of the final arbitral award, CAMARB is authorized to discard the case files, with only the arbitral awards remaining archived.

13.7 The parties are entitled to request the withdrawal of any documents they have submitted before the end of the period provided for in item 13.6.

13.8 Any omissions will be governed by Law No. 9.307 of September 23, 1996, as amended by Law No. 13.129 of May 26, 2015, and by arbitration treaties and conventions applicable in Brazilian territory. In the absence of a stipulation in such instruments, any omissions will be resolved by deliberation of the constituted Arbitral Tribunal or by the Board of Directors of CAMARB, if it has not yet been constituted. In the latter case, the decision may be reviewed by the Arbitral Tribunal after its formation.

13.9 These Rules come into force on September 20, 2017 and may only be changed by resolution of the CAMARB Board of Directors.